

ORDER FOR SUPPLIES OR SERVICES										Page 1 Of 18	
1. Contract/Purch Order/Agreement No. DAAE20-02-P-0109			2. Delivery Order/Call No.		3. Date Of Order/Call (YYYYMMDD) 2002FEB28		4. Requisition/Purch Request No. SEE SCHEDULE			5. Priority DOA5	
6. Issued By TACOM-ROCK ISLAND AMSTA-AQ-ARCC SYLVIA JUST (309)782-1058 ROCK ISLAND IL 61299-7630 EMAIL: JUSTS@RIA.ARMY.MIL				Code W52H09	7. Administered By (If other than 6) DCMA ST LOUIS 1222 SPRUCE ST ST LOUIS MO 63103-2812				Code S2605A	8. Delivery FOB <input checked="" type="checkbox"/> Destination <input type="checkbox"/> Other (See Schedule if other)	
9. Contractor ESSIBUY.COM INC 201 EVANS LANE ST LOUIS MO 63121-1126 Name and Address TYPE BUSINESS: Large Business Performing in U.S.			Code 1SYQ5	Facility	10. Deliver To FOB Point By (Date) (YYYYMMDD) SEE SCHEDULE			11. X If Business Is <input type="checkbox"/> Small <input type="checkbox"/> Small Disadvantaged <input type="checkbox"/> Woman-Owned			
12. Discount Terms					13. Mail Invoices To the Address in Block See Block 15						
14. Ship To SEE SCHEDULE			Code	15. Payment Will Be Made By DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381				Code HQ0339	Mark all Packages and Papers with Identification Numbers in Blocks 1 and 2		
16. Type of Order	Delivery/Call	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.									
Purchase	X	Reference your <input checked="" type="checkbox"/> Oral; <input type="checkbox"/> Written Quotation 5611, Dated 2002FEB08 furnish the following on terms specified herein.									
Acceptance. The Contractor Hereby Accepts The Offer Represented By The Numbered Purchase Order As It May Previously Have Been Or Is Now Modified, Subject To All Of The Terms And Conditions Set Forth, And Agrees To Perform The Same.											
Name Of Contractor			Signature			Typed Name And Title			Date Signed (YYYYMMDD)		
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE										FMS REQUIREMENT	
18. Item No.	19. Schedule Of Supplies/Service SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price				20. Quantity Ordered/Accepted*	21. Unit	22. Unit Price	23. Amount			
	KIND OF CONTRACT: Supply Contracts and Priced Orders										
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. United States Of America By: MARIA E RODRIGUEZ /SIGNED/ RODRIGUEZ@RIA.ARMY.MIL (309)782-5719				25. Total	\$39,650.00	
26. Quantity In Column 20 Has Been <input type="checkbox"/> Inspected <input type="checkbox"/> Received <input type="checkbox"/> Accepted And Conforms To Contract Except As Noted Date Signature Of Authorized Govt Representative					27. Ship. No.	28. D.O. Voucher No.	29. Differences				
36. I certify this account is correct and proper for payment Date Signature And Title Of Certifying Officer					31. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	32. Paid By	33. Amount Verified Correct For				
							34. Check Number				
							35. Bill Of Lading No.				
37. Received At		38. Received By		39. Date Received		40. Total Containers	41. S/R Account Number		42. S/R Voucher No.		

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Name of Offeror or Contractor: ESSIBUY.COM INC		

SUPPLEMENTAL INFORMATION
 Per contractor's email dated 25 Feb 2002, the place of performance for this contract is as follows:

Keco Industries, Incorporated
 7375 Industrial Road
 Florence, Kentucky 41042

In addition, inspection and acceptance will take place at the above address.

*** END OF NARRATIVE A 001 ***

For Local Clauses See: <https://aais.ria.army.mil>

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.		
(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.		
(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.		
(AA7020)		
2 52-201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	NOV/1995
a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.		
b. If you think that this solicitation:		
1. has inappropriate requirements; or		
2. needs streamlining; or		
3. should be changed		
you should first contact the buyer or the Procurement Contracting Officer (PCO).		
c. The buyer's name, phone number and address are on the cover page of this solicitation.		
d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:		
U.S. Army TACOM-RI AMSTA-AQ-AR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3223 Electronic Mail Address: amsta-aq-ar@ria.army.mil		
e. If you contact the Ombudsman, please provide him with the following information:		
(1) TACOM-RI solicitation number;		

- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.
- (End of clause)

(AS7006)

352.210-4500NOTICE OF PHOSPHATE COATING REQUIREMENTMAR/1988TACOM-RI

This solicitation and any resulting purchase order are subject to Federal Specification TT-C-490, Type I, Cleaning Methods for Ferrous Surfaces and Pretreatments for Organic Coatings.

(End of Clause)

(AS7002)

452.210-4516COMMERCIAL EQUIVALENT ITEM(S)JUN/1998TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

552.211-4506INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL DEC/1997TACOM-RI SPECIFICATIONS AND STANDARDS

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

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Name of Offeror or Contractor: ESSIBUY.COM INC		

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____

(End of clause)

(AS7008)

- | | | | |
|---|-------------|---|----------|
| 6 | 52.215-4503 | NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED | JUN/2001 |
|---|-------------|---|----------|
- TACOM-RI
- In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).
 - In response to this mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).
 - IMPORTANT:** Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.
 - Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

- | | | | |
|---|-------------|---------------------------|----------|
| 7 | 52.233-4503 | AMC-LEVEL PROTEST PROGRAM | JUN/1998 |
|---|-------------|---------------------------|----------|
- TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

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Name of Offeror or Contractor: ESSIBUY.COM INC		

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

8

52.246-4538

CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2

JUN/1998

TACOM-RI

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

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Name of Offeror or Contractor: ESSIBUY.COM INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p>0001AA <u>PRODUCTION QUANTITY</u></p> <p>NSN: 4140-01-172-8368 NOUN: M17 LDS FAN SECURITY CLASS: Unclassified PRON: J52F0NB1SB PRON AMD: 02 ACRN: AA AMS CD: MAJ005 CUSTOMER ORDER NO: J52JOMAJ0562 FMS CASE IDENTIFIER: JO MAJ</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W58HZ120286D00 W52H1B J RI0738 2 <u>PROJ CD BRK BLK PT</u> DFX <u>DEL REL CD QUANTITY DEL DATE</u> 001 4 24-JUN-2002</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W52H1B) SR W0K8 RIA INSTL STK REC ACCT ROCK ISLAND ARSENAL BLDG 211 FLAGLER ST ROCK ISLAND IL 61299-5000</p> <p>MARK FOR: <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0109/0000</p>	4	EA	\$ 650.00000	\$ 2,600.00
0001AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 4140-01-172-8368 NOUN: M17 LDS FAN SECURITY CLASS: Unclassified PRON: U11F0C11SB PRON AMD: 02 ACRN: AB CUSTOMER ORDER NO: FD20600171018M</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W58HZ113536D00 W52H1B J 2 <u>PROJ CD BRK BLK PT</u> DFX</p>	22	EA	\$ 650.00000	\$ 14,300.00

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Name of Offeror or Contractor: ESSIBUY.COM INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 22 24-JUN-2002 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W52H1B) SR W0K8 RIA INSTL STK REC ACCT ROCK ISLAND ARSENAL BLDG 211 FLAGLER ST ROCK ISLAND IL 61299-5000 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0109/0000				
	<u>PRODUCTION QUANTITY</u> NSN: 4140-01-172-8368 NOUN: M17 LDS FAN SECURITY CLASS: Unclassified PRON: U12F0D12SB PRON AMD: 02 ACRN: AC CUSTOMER ORDER NO: FD20600270613M <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W58HZ120376D00 W52H1B J 2 <u>PROJ CD</u> <u>BRK BLK PT</u> DFX <u>DEL REL CD</u> <u>QUANTITY</u> <u>DEL DATE</u> 001 35 24-JUN-2002 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W52H1B) SR W0K8 RIA INSTL STK REC ACCT ROCK ISLAND ARSENAL BLDG 211 FLAGLER ST ROCK ISLAND IL 61299-5000 <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0109/0000	35	EA	\$ 650.00000	\$ 22,750.00

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <https://aais.ria.army.mil>

9	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988
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In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing 5-45-5258 with revisions in effect as of 3 Dec 01 (except as follows):

(CS6100)

PACKAGING AND MARKING

For Local Clauses See: <https://aais.ria.army.mil>

10	52.211-4503 TACOM-RI	PACKAGING REQUIREMENTS (COMMERCIAL)	FEB/2000
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a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL
Level of Packing: COMMERCIAL
Quantity Per Unit Package: 001

Quantity of Unit Packages Per Intermediate Container: Intermediate packaging is required whenever the quantity is over one gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under 5 pounds and no dimension is over 12 inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(ii) Preservation - Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly,

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kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 May 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: The gross weight and quantity per pallet shall be placed on a marking board/panel and securely attached on two adjacent sides.

(End of clause)

(DS6413)

INSPECTION AND ACCEPTANCE

For Local Clauses See: <https://aais.ria.army.mil>
 This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:
<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

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Name of Offeror or Contractor: ESSIBUY.COM INC

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

11	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
12	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999
The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)			
	Title	Number	Date Tailoring
()	Quality Management Systems - Requirements	ISO 9001:2000	13 Dec 00 No paragraphs excluded
()	Quality Systems - Model for QA	ISO 9002	18 Jul 94 untailored

(End of clause)

(EF6002)

13	52.246-4528 TACOM-RI	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
a. Rework and Repair are defined as follows:			
(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.			
(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.			
b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.			
c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.			
d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.			
e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.			
(End of Clause)			

(ES7012)

DELIVERIES OR PERFORMANCE

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For Local Clauses See: <https://aais.ria.army.mil>

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

14	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
15	52.247-34	F.O.B. DESTINATION	NOV/1991
16	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
17	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

18	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
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(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of 'Ship to' and 'Notification' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

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MOD/AMD

Name of Offeror or Contractor: ESSIBUY.COM INC

CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG					JOB			
ITEM	AMS CD	ACRN	STAT	ACCOUNTING CLASSIFICATION			ORDER	ACCOUNTING	OBLIGATED	
							NUMBER	STATION	AMOUNT	
0001AA	J52F0NB1SB	AA	2	9711	X8242JO01X6N6N02MAJ	0053185JOS19130	26JNB1	W13G07	\$ 2,600.00	
MAJ005										
0001AB	U11F0C11SB	AB	2	57	13308017136E884299000000000000000503000F0330L			F0330L	\$ 14,300.00	
0001AC	U12F0D12SB	AC	2	57	24308017236E28845990000000000000LES000000672300		2LRD12	F0330L	\$ 22,750.00	
								TOTAL	\$ 39,650.00	

SERVICE					ACCOUNTING	OBLIGATED
NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION			STATION	AMOUNT
Army	AA	9711	X8242J001X6N6N02MAJ	0053185JOS19130	W13G07	\$ 2,600.00
Air Force	AB	57	13308017136E88429900000000000000503000F0330L		F0330L	\$ 14,300.00
Air Force	AC	57	24308017236E28845990000000000000LES000000672300		F0330L	\$ <u>22,750.00</u>
					TOTAL	\$ 39,650.00

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SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <https://aais.ria.army.mil>

19
52.246-4500
MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)
NOV/2001
TACOM-RI

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is justs@ria.army.mil. The data fax number for submission is 309-782-1218, ATTN: Sylvia Just and 309-782-8054 (Attn: Nancy Fraser).

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

(1) The FMS/MAP copies may be submitted to:
N/A.

(End of Clause)

(HS6510)

20
52.247-4545
PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION
MAY/1993
TACOM-RI

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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CONTRACT CLAUSES

For Local Clauses See: <https://aais.ria.army.mil>

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

21	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
22	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
23	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	DEC/2001
24	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
25	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
26	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
27	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
28	52.243-1	CHANGES - FIXED PRICE	AUG/1987
29	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
30	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR/1984
31	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
32	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
33	252.217-7000 DFARS	EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS - ALTERNATE I	DEC/1991
34	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
35	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
36	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
37	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
38	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS - ALTERNATE I	DEC/2000
39	252.225-7028 DFARS	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	DEC/1991
40	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
41	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
42	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
43	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
44	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	FEB/2002

Paragraph (b)(1)(x) is deleted from this clause.

Information to be inserted in Paragraph (c):

<http://www.arnet.gov/far/>

or

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www.acq.osd.mil/dp/dars
Delete paragraph (d)

(IF8001)

45 52.217-6 EVALUATED OPTION FOR INCREASED QUANTITY MAR/1990

- a. This solicitation includes an evaluated option (See Section M).
- b. The Government reserves the right to increase the quantity of item 0001AA, 0002AA, and 0003AA by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.
- c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item 0001AA shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.
- d. The Contracting Officer may exercise the evaluated option at any time preceding one calendar year from date of contract award by giving written notice to the Contractor.
- e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.
- f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.
- g. Offered Unit Prices for the Option Quantities are:

Unit Price

Evaluated Option
(F.O.B. Origin) \$650_____ CLIN 0001

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

46 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES MAR/1998
DFARS

- (a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to a bona fide employee of the Contractor or to a bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.
- (b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:
 - (1) For sales to the Government(s) of Jordan, contingent fees in any amount.
 - (2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

(End of clause)

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(IA6721)

47 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT DEC/1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

48 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

49 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS OCT/2001
DFARS

(a) Definition. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at <http://www.dcma.mil/onebook/0.0/0.2/reports/modified/xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,

(2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

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Name of Offeror or Contractor: ESSIBUY.COM INC

(Offeror insert information for each SPI process)

SPI Process:_____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

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LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423)		5PG	
Attachment 001	TECHNICAL DATA		1CD	
Attachment 002	SECTION C		2PG	
Attachment 003	DOCUMENT SUMMARY		3PG	
Attachment 004	ADDRESS CODE DISTRIBUTION		1PG	
Attachment 005	LIST OF ADDRESSEES		1PG	

For Local Clauses See: <https://aais.ria.army.mil>

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of Addenda	Title	Date	Number of Pages
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)